

**BellSouth Telecommunications, Inc.**

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TN REGULATORY AUTHORITY  
DOCKET ROOM

**Guy M. Hicks**  
General Counsel

615 214 6301  
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January 29, 2003

Hon. Sara Kyle  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Memphis Networx LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*  
Docket No. ~~02-00589~~ **03-00089**

Dear Chairman Kyle:

Enclosed please find the original and fourteen copies of an Amendment to the Interconnection Agreement between Memphis Networx LLC and BellSouth Telecommunications, Inc. The Amendment includes language and rate element for Physical Collocation – Co Carrier Cross Connects and Application Fee.

Thank you for your attention to this matter.

Sincerely yours,

  
Guy M. Hicks

cc: Ms. Carlotta Sampson, Memphis Networx LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Memphis Networkx LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND MEMPHIS NETWORKX LLC**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Memphis Networkx LLC ("Memphis Networkx") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 19, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Memphis Networkx and BellSouth state the following:

1. Memphis Networkx and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Memphis Networkx. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") effective December 17, 2001.

2. The parties have recently negotiated an Amendment to the Agreement which includes language and rate element for Physical Collocation – Co-Carrier Cross Connects and Application Fee. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Memphis Networkx and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Memphis Networkx within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Memphis Networkx and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Memphis Networkx and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 30th day of JAN, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

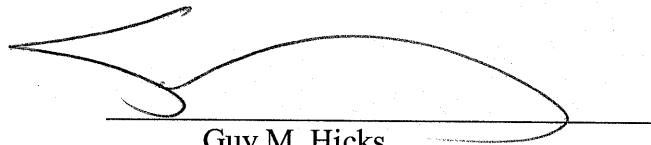
By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 30<sup>th</sup> day of Jan, 2003:

Ms. Carlotta Sampson  
Memphis Networx  
7555 Appling Center Drive  
Memphis, TN 38133



Guy M. Hicks

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
MEMPHIS NETWORKX LLC  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED JUNE 19, 2001**

Pursuant to this Amendment, (the "Amendment") Memphis Networkx LLC, ("Memphis Networkx") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 19, 2001 ("Agreement").

WHEREAS, BellSouth and Memphis Networkx entered into the Agreement on June 19, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby agree to delete Section 3.5 of Attachment 4 and replace with new Section 3.5 as follows:

3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit Memphis Networkx to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same central office. Both Memphis Networkx's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall Memphis Networkx use the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

- 3.5.1 Memphis Networkx must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Memphis Networkx. Such connections to other carriers may be made using either optical or electrical facilities. In cases where Memphis Networkx's equipment and the equipment of the other interconnector are located in contiguous caged Collocation Spaces, Memphis Networkx will have the option of using Memphis Networkx's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. Memphis Networkx may deploy such optical or electrical connections directly between its own facilities and the facilities

of other collocated telecommunications carriers without being routed through BellSouth equipment. Memphis Networkx may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Memphis Networkx is responsible for ensuring the integrity of the signal.

3.5.2 Memphis Networkx shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. Memphis Networkx-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, Memphis Networkx will have the option of using Memphis Networkx's own technicians to construct its own dedicated support structure.

3.5.3 To order CCXCs Memphis Networkx must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

2. The Parties agree to amend Exhibit A of Attachment 4 to include the rate element, Physical Collocation – Co-Carrier Cross Connects – Application Fee contained in Exhibit 1 to this Amendment, incorporated herein by this reference.
3. All of the other provisions of the Agreement, dated June 19, 2001, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective the date of the last signature of both Parties.

**BellSouth Telecommunications, Inc.**

By: *Elizabeth R. A. Shiroishi*

Name: Elizabeth R. A. Shiroishi

Title: Assistant Director

Date: 11/1/02

**Memphis Networkx LLC**

By: *James R. McDaniel*

Name: James R. McDaniel

Title: Director

Date: 10-31-02

[illegible]

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